

EXHIBIT A**GRANT AGREEMENT NO.**

This Grant Agreement is between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and Hacienda Community Development Corporation ("GRANTEE") in an amount not to exceed \$15,000. This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

RECITALS:

1. On February 13, 2013, the Bullitt Foundation notified the City of Portland of its intent to award a grant for the Climate Action Plan (CAP) Social Equity Metrics Project in the amount of \$25,000.
2. On March 13, 2013, by Ordinance No. 185919, City Council accepted the grant from the Bullitt Foundation in the amount of \$25,000.
3. The Portland Plan, adopted by Council in April 2012, established equity as a core priority to establishing a prosperous, educated and healthy city.
4. The Office of Equity and Human Rights, established in 2011 by Ordinance 184880, provides education and technical support to City staff and elected officials, leading to recognition and removal of systemic barriers to fair and just distribution of resources, access and opportunity, starting with issues of race and disability.
5. The CAP is due to be updated in 2013, and an important new element in the plan is to establish equity metrics.
6. Funding for this project will enable the Bureau of Planning and Sustainability to work with the Office of Equity and Human Rights, Multnomah County and community organizations to:
 - a. Develop metrics to establish equity impacts of carbon-reduction actions.
 - b. Select and refine climate actions to improve equity outcomes of the 2013 CAP.
 - c. In partnership with community development organizations and social networks, develop an implementation plan to integrate equity and carbon outcomes in construction projects in underserved neighborhoods.
 - d. Summarize climate equity metrics, findings, and lessons learned for the benefit of other jurisdictions and organizations working on climate action.
7. GRANTEE is a nonprofit that strengthens families by providing affordable housing, homeownership support, economic advancement and educational opportunities. For the past 20 years Grantee has worked to transform neglected neighborhoods in Portland by reclaiming crime-ridden and decayed properties.
8. Of the \$25,000 the City receives from the Bullitt Foundation, \$15,000 will be passed on to Hacienda Community Development Corporation (CDC) to develop a detailed implementation plan for achieving equity and carbon outcomes in the rebuilding of Villa de Clara Vista, a multi-family low income rental property owned by Hacienda CDC.
9. The Bullitt Foundation will receive an additional \$25,000 in matching funds from The Funders Network for Smart Growth and Livable Communities which will also support the CAP Social Equity Metrics Project. Acting as the fiscal agent, the Bullitt Foundation will

separately provide an additional \$5,000 to Hacienda CDC under a different agreement. Therefore the GRANTEE will receive a total of \$20,000 to work on the implementation plan for achieving equity and carbon outcomes in the rebuilding of Villa de Clara Vista.

AGREED:

I. ACTIONS TO BE TAKEN BY GRANTEE

Pursuant to the above Recitals which are fully incorporated into this Agreement and in consideration of the grant funds provided by CITY, GRANTEE agrees to perform the following actions and/or spend grant funds in the following way:

The Deliverable:

City and Bullitt Foundation will provide a total of \$20,000 (\$15,000 from CITY and \$5,000 from The Bullitt Foundation) to GRANTEE to develop a detailed implementation plan for achieving equity and carbon outcomes in the rebuilding of Villa de Clara Vista. The plan will identify environmental features, sources of revenue for installing those features, youth education opportunities, and workforce training opportunities for low-income residents to participate in the installation and maintenance of these features. Work will start no later than August 2013 and be completed by December 31, 2013.

GRANTEE will collaborate on the project with Verde, a Portland-based non-profit whose mission is to serve communities by building environmental wealth through social enterprise, outreach and advocacy. Verde provides technical expertise, community engagement and the opportunity to implement the project's work in the rebuilding of Clara Vista, the largest multifamily affordable housing rental property in one of Portland's most diverse neighborhoods.

GRANTEE will develop an implementation plan for the renovation of Villa de Clara Vista. The construction portion of this project will start in the Spring of 2015. Villa de Clara Vista (VdCV) is Grantee's largest multifamily rental property in Portland's Cully Neighborhood. Built in the 1960s and rehabbed in 1996, VdCV consists of 133 one-, two-, three-, and four-bedroom units.

II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: Any publicity shall indicate that the implementation plan was made possible by a grant from the CITY through funds provided by the Bullitt Foundation and the Funders Network for Smart Growth and Livable Communities. CITY may include information regarding the Project in periodic public reports. Nothing in this Agreement implies CITY's endorsement or support of the viewpoints expressed by GRANTEE. CITY reserves the right to request GRANTEE clarify CITY's disassociation or non-endorsement of GRANTEE's viewpoints.
- B. Grantee Representative: GRANTEE's authorized representative for this Agreement is Victor Merced (vmerced@haciendacdc.org).

- C. City Grant Manager: The Grant Manager for this Agreement is Michael Armstrong (michael.armstrong@portlandoregon.gov), or such other person as may be designated by CITY in writing.
- D. Billings/invoices/Payment: The Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this Agreement and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- E. Reports: Beginning in July 2013, GRANTEE will submit to the Grant Manager monthly reports in addition to a final report. Monthly reports will be due on the last business day of each month.

Reports will consist of a brief summary of project activities and accomplishments, including an explanation of outcomes achieved, and lessons learned. Monthly reports will identify any discrepancies from the initial scope of work, including an updated timeline. Monthly progress reports will be due on the following dates: July 31, August 30, September 28, October 31, November 30.

A final narrative and financial report is due on December 31, 2013. The Final Report will:

1. Provide an overview of the work that was accomplished which was supported by the grant funding.
2. In one concise paragraph describe the most significant accomplishment that resulted from this grant. This paragraph is required as a condition of the grant funding provided to the City by the Bullitt Foundation, and will be transmitted by the City to the Bullitt Foundation's Board of Trustees.
3. Describe what lessons were learned, whether from project successes or failures, including consideration of such questions as: What strategies worked that might be replicated elsewhere by others? What approaches fell short of expectations, and why?
4. Provide a final financial report that:
 - Describes how the grant funds were spent.
 - Explains any major finance discrepancies from the anticipated expenditures identified by the information submitted in the grant application.
 - Presents an accounting of project income and expense formatted to show budget, actuals, and any remaining balance.
5. For each of the "anticipated outcomes" identified when applying for the grant, describe the most notable successes, failures, and unanticipated consequences experienced.

CITY reserves the right to request additional documentation to support GRANTEE's expenditure of grant funds had complied with the Agreement and/or interim reports or information on the progress of work, services or actions required from GRANTEE.

III. PAYMENTS

- A. GRANTEE will receive its funding under this Agreement (the "grant funds") as follows:

There will be two partial payments of the Total Grant Amount. The first payment of \$7,500 will be made by CITY to GRANTEE after this Grant Agreement has been signed by CITY and GRANTEE. The second and final payment of \$7,500 will be made upon completion of the deliverables and after CITY receives the final report.

- B. If for any reason GRANTEE receives a grant payment under this Agreement and does not use grant funds to provide required work or services or perform as required by the Agreement, then CITY may at its option terminate this Agreement, reduce or suspend any grant funds that have not been paid, require GRANTEE to immediately refund to CITY the amount improperly expended, return to CITY any unexpended grant funds received by GRANTEE, require GRANTEE to fully refund any or all grant funds received, or any combination thereof.
- C. Payments under this Agreement may be used only to provide the services or take the actions required under this Agreement and shall not be used for any other purpose.
- D. If applicable, GRANTEE will keep vendor receipts and evidence of payment for materials and services, time records, payment for program wages/salaries and benefits. All receipts and evidence of payments will be promptly made available to the Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process if this is a multi-year Agreement, or provided in support of the Final Report.

IV. GENERAL PROVISIONS

- A. Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if GRANTEE uses grant funds outside of the scope of this Agreement, or if GRANTEE fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from CITY. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, GRANTEE shall commence cure within the thirty (30) days, notify CITY of GRANTEE's steps for cure and estimate time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from CITY for a reasonable extension of the cure period.
- B. No Payment or Further Services Authorized During Cure Period. During the cure period, CITY is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement. GRANTEE shall not perform services or take actions that would require CITY to pay additional grant funds to GRANTEE. GRANTEE shall not spend unused grant funds and such unused grant funds shall be deemed held in trust for CITY. GRANTEE shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.

- C. Termination for Cause. Termination for cause based on GRANTEE's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30 day period unless a written extension of cure period is granted by CITY. GRANTEE shall return all grant funds provided under this Agreement that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Agreement shall, at the option of CITY, become the property of CITY; and GRANTEE may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.
- D. Penalty for Termination for Cause. If this Agreement is terminated for cause, CITY, at its sole discretion, may seek repayment of any or all grant funds tendered under this Agreement, and decline to approve or award future grant funding requests to GRANTEE.
- E. Termination by Agreement or for Convenience of City. CITY and GRANTEE may terminate this Agreement at any time by mutual written agreement. Alternatively, CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, GRANTEE shall return any grant funds that would have been used to provide services after the effective date of termination. Unless the Parties agree otherwise, GRANTEE shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds.
- F. Changes in Anticipated Services. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, CITY's payment of grant funds may be terminated, suspended or reduced. GRANTEE shall immediately refund to CITY any unexpended grant funds received by GRANTEE.
- G. Amendment. The Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial risk. Increases to the grant amount must be approved by the City Council. Amendments to this Agreement, including any increase or decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the City Attorney.
- H. Non-discrimination; Civil Rights. In carrying out activities under this Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Actions shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by CITY setting for the provisions of this nondiscrimination clause. GRANTEE shall state that all qualified applicants

will receive consideration for employment without regard to race, color, religion, sex, or national origin. GRANTEE shall incorporate the foregoing requirements of this paragraph in all of other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.

- I. Maintenance of and Access to Records. GRANTEE shall maintain all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Agreement or GRANTEE's performance of work or services under this Agreement, for four (4) years after CITY makes final grant payment or the termination date of this Agreement, whichever is later. GRANTEE shall provide CITY prompt access to these records upon request and permit copying as CITY may require.
- J. Audit. CITY may conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time in the course of this Agreement and during the four (4) year period established above. As applicable, audits will be conducted in accordance with generally accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office. If an audit discloses that payments to GRANTEE exceeded the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to CITY.
- K. Indemnification. GRANTEE shall hold harmless, defend, and indemnify CITY, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of GRANTEE and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.
- L. Insurance. GRANTEE shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.
 1. Workers' Compensation Insurance. GRANTEE, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, GRANTEE, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.
 2. Commercial General Liability Insurance: GRANTEE shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.
 3. Automobile Liability Insurance: GRANTEE shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned,

scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to insurance coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the GRANTEE's or its contractor's activities to be performed or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.
 5. Continuous Coverage; Notice of Cancellation: GRANTEE shall maintain continuous, uninterrupted insurance coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of insurance coverage without thirty (30) days written notice from GRANTEE to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, GRANTEE shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.
 6. Certificate(s) of Insurance: GRANTEE shall provide proof of insurance through acceptable certificate(s) of insurance, along with applicable endorsements, to CITY at execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. GRANTEE shall pay for all deductibles and premium from its non-grant funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required.
- M. Grantee's Contractor; Non-Assignment. If GRANTEE utilizes contractors to complete its work under this Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Agreement as specified in this Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and CITY shall incur no obligation other than its obligations to GRANTEE hereunder. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.
- N. Independent Contractor Status. GRANTEE, and its contractors and employees are not employees of CITY and are not eligible for any benefits through CITY,

including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

- O. Conflict of Interest. No CITY officer or employee, during his or her tenure or for two (2) year thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of this Agreement, unless waiver is obtained from CITY in writing.
- P. Oregon Law and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to principles of conflicts of law. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.
- Q. Compliance with Law. GRANTEE and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license. If GRANTEE is a 501(c)(3) organization, GRANTEE shall maintain its nonprofit and tax exempt status during this Agreement. GRANTEE shall be EEO certified by CITY in order to be eligible to receive grant funds.
- R. Independent Financial Audits/Reviews. Any grantee receiving \$300,000 or more in City funding, in any program year, is required to obtain an independent audit of the City-funded program(s). Any grantee receiving between \$25,000 and \$300,000 in City funds, in any program year, is required to obtain an independent financial review. Two copies of all required financial audits or reviews shall be submitted to the Grant Manager within thirty days of audit completion or upon request by the Grant Manager.
- S. Severability. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- T. Merger. This Agreement contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Agreement that are not contained herein.
- U. Program and Fiscal Monitoring. CITY shall monitor on an as-needed basis to assure Agreement compliance. Monitoring may include, but are not limited to, on site visits, telephone interviews and review of required reports and will cover both programmatic and fiscal aspects of the Agreement. The frequency and level of monitoring will be determined by the Grant Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the work, services or obligations required by this Agreement in accordance with its terms and conditions.

- V. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. This Agreement and its terms may only be enforced by the Parties.
- W. Electronic Transaction; Counterparts. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

V. TERM OF GRANT

The terms of this Agreement shall be effective when an ordinance is passed by City Council and the Agreement is executed by all the Parties, as shown by the authorized signatures below, and shall remain in effect during any period for which GRANTEE has received grant funds or when obligations are due from GRANTEE.

This Grant Agreement and all work by GRANTEE shall terminate no later than January 31, 2014.

CITY OF PORTLAND

GRANTEE

 Name: Charlie Hales
 Title: Mayor
 Date: _____

Catherine Kes

 Name: Catherine Kes
 Title: Housing Developer
 Date: August 8, 2013

Approved as to Form

 City Attorney